

Recording requested by

SUN WEST MORTGAGE COMPANY, INC.

6131 Orangethorpe Avenue, Suite 500,  
Buena Park, CA 90620

After recording return to

SUN WEST MORTGAGE COMPANY, INC.

6131 Orangethorpe Avenue, Suite 500,  
Buena Park, CA 90620

NMLS ID: 3277

Loan #: 925568062500

New Loan #: 121197036900

Primary VA Guaranteed Loan No. 222260687373

VA Partial Claim Loan No. 222200687373

MIN #: 100107392556806256

SIS #: (1-888-679-6377)

Loan Type: VA

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**Partial Claim Mortgage**

This Partial Claim Mortgage referred to as SUBORDINATE MORTGAGE ("Security Instrument") is given between

The Secretary of Veterans Affairs, an Officer of the United States whose address is 3401 West End Avenue, Suite 760 W Nashville, TN 37203, ("Lender"); and

HATTIE S. BENNETT ("Borrower")

Premises herein are or will be improved by a one or two family dwelling

Subject Property: 535 WATERFORD COVE CIRCLE, CALERA, AL 35040-7646

Recorded Date of Security Instrument: 4th day of August, 2016

Instrument #: 20160804000276410

County: SHELBY

Original Principal Sum: \$175,804.00

Partial Claim Amount: \$31,573.00

APN: 228341004008000

Legal Description: Attached as EXHIBIT "A" hereto as and by this reference made a part hereof

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE SECRETARY OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

VA Partial Claim Loan No. 222200687373

Primary VA Guaranteed Loan No. 222260687373

**Partial Claim Mortgage**

This Partial Claim Mortgage referred to as SUBORDINATE MORTGAGE ("Security Instrument") is given on 6th day of January, 2022. The Mortgagor is HATTIE S. BENNETT ("Borrower") Whose address is 535 WATERFORD COVE CIRCLE, CALERA, AL 35040-7646. This Security Instrument is given to the Secretary of Veterans Affairs, an Officer of the United States, whose address is 3401 West End Avenue, Suite 760 W Nashville, TN 37203 ("Lender"). Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of Thirty One Thousand Five Hundred Seventy Three Dollars and No Cents (U.S. \$31,573.00).

THIS DEBT is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 1st day of January, 2052.

BORROWER MAY make payments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes

THIS SECURITY INSTRUMENT secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in SHELBY County, ALABAMA :

which has the address of 535 WATERFORD COVE CIRCLE, CALERA, AL 35040-7646; ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**3. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

**4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Veterans Affairs Loan Guaranty Service, 3401 West End Avenue, Suite 760 W, Nashville, TN 37203 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**5. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**7. Acceleration; Remedies.**

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 of Mortgage unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 14 of Mortgage. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

HATTIE S. BENNETT

Printed Name

NA

Printed Name

NA

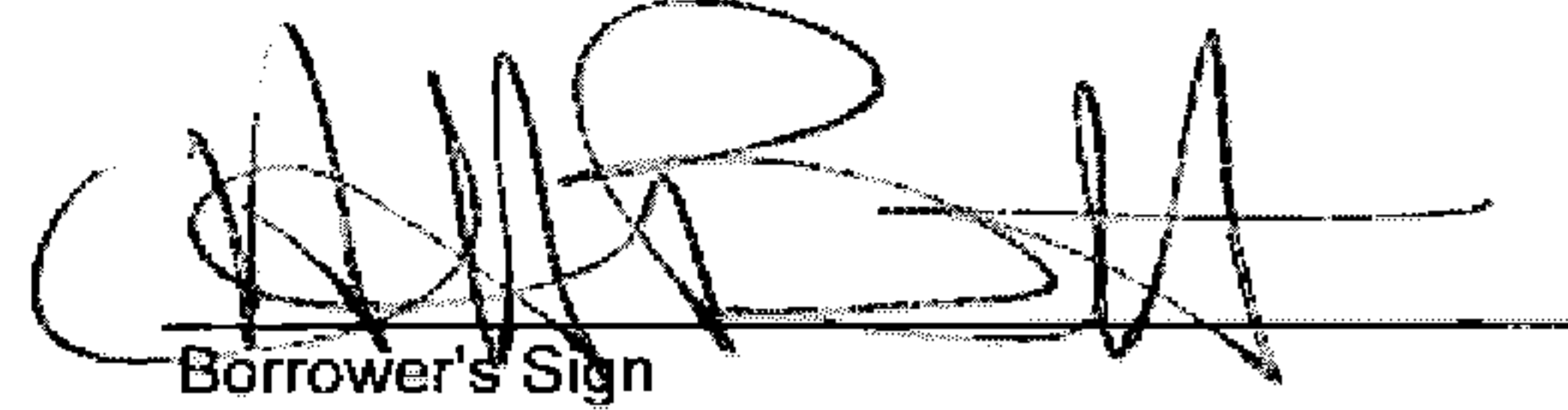
Printed Name

NA

Witness\* Name

NA

Witness\*\* Name



Borrower's Sign

NA

Borrower's Sign

NA

Borrower's Sign

NA

Witness\* Sign

NA

Witness\*\* Sign

\*Witness (individual in addition to notary) required if property located in the state of Georgia

\*\*Witness and 2nd witness required if property located in the state of South Carolina, Connecticut and Florida (2nd witness can also be notary)

\*\* Witness and 2nd witness required if property located in the state of Louisiana and Virgin Islands (2nd witness cannot be notary)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

BORROWER(s)  
ACKNOWLEDGMENT:

State of Texas  
County of Bexar

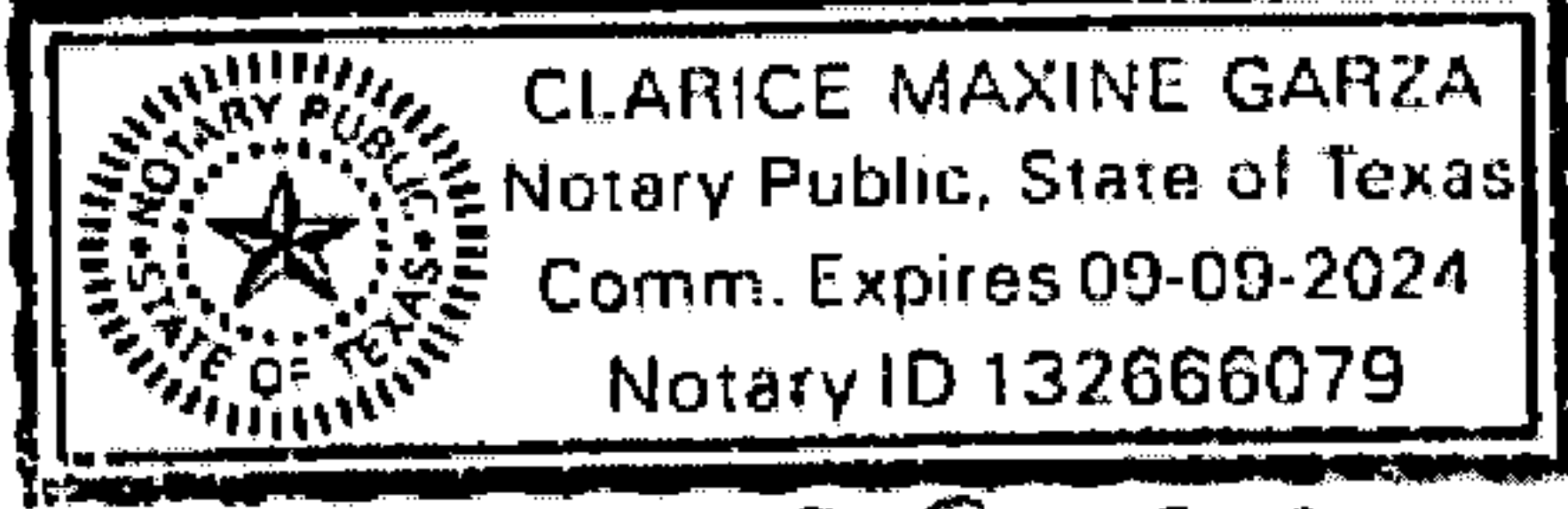
On 20 January 2022 before me, Clarice Maxine Garza  
(Date) (Name of Notary)

personally appeared HATTIE S. BENNETT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Clarice Maxine Garza (Seal)

09-09-2024  
Notary Commission Expiration Date

**EXHIBIT 'A'**

**Lot 667, according to the Survey of Waterford Cove, Sector 3, Phase 2, as recorded in Map Book 34, Page 34, in the Probate Office of Shelby County, Alabama.**

**A.P.N. 22-8-34-1-004-008.000**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/24/2026 08:27:30 AM  
\$38.00 JOANN  
20260224000051370

*Allie S. Bayl*